Public Comment

July 2026

Hello. My name is Audrey Henson and I'm an independent journalist who covers data sovereignty. My work asks three questions. Who owns our information? Who can reach it? And what the law permits in the space between those two answers?

Tonight, that space is Attachment B of the City's revised contract with Flock.

The staff report promises safeguards the revised contract narrowly redefines or omits altogether. So I am asking you on the record to withhold the approval of this contract until the following concerns are appropriately addressed.

First, the staff report claims ICE and CBP may only receive our data pursuant to a valid court order, but the contract adds “or by applicable law” in Section 4.6.2, which, as we know, is a far wider door.

Second, Section 4.6.4 offers $200,000 as the City's sole and exclusive remedy, only to then excuse court orders, task-force access, and any “circumvention of Flock's controls.” This remedy answers to a breach it effectively would not punish.

Page five of the March 16 staff report states, “We saw one of these breaches happen recently, finding out 14 out-of-state agencies, including one federal, had accessed over 26 months of our plate data, and then the City was never notified.” I would be curious to ask the City Attorney whether this remedy would actually pay the City $1 if those 14 agencies were to return tomorrow.

Lastly, Section 4.2 grants Flock a perpetual, irrevocable license to our data, with Section 4.5 permitting the training of machine-learning algorithms on said data without the promise of anonymization. Why are we lowering the definition by adding “wherever possible” to anonymization?

Every generation inherits a technology whose conveniences arrive before its consequences are understood. Leadership means confronting them while prevention is still possible. Tonight, prevention is still possible. It only costs a few revisions.

Thank you.

West Hollywood Flock Evidence Packet

Public comment, marked source documents, and California authorities
Prepared by Audrey Henson | August 2026

Purpose

This packet compares the safeguards described in the staff report with the language of Attachment B. The markings are limited to seven issues that appear consequential to the scope of the agreement, access to City data, continuing data rights, available remedies, notice, reporting, and the contract terms Council was asked to approve. It is not intended to catalogue minor drafting problems or to argue that every difference invalidates the agreement.

How the packet is organized

1	**Public comment | July 2026** Remarks on the proposed agreement.	p. 1
2	**Attachment B** Complete Council-packet version. Pink marks the contract language at issue.	pp. 4–36
3	**Staff report** Complete report. Yellow marks the corresponding statements made to Council.	pp. 37–45
4	**California authorities** Short guide to the relevant statutes and 2025 DOJ guidance, with links.	pp. 46–49

How the markings work

YELLOW marks the staff report's representation. **PINK** marks contract language that materially expands, qualifies, narrows, or omits what the report describes. Numbered labels M1–M7 connect each highlight to the navigation list on the following pages.

The markings are commentary. The underlying text is unchanged, and the clean originals remain the controlling source documents.

Original source files

- July 20, 2026 City Council agenda item E.4
- Staff report (original City file)
- Attachment B (original City file)
- California Civil Code, ALPR provisions
- California Government Code § 7284.6
- California Government Code § 7284.8 and related Values Act provisions
- California DOJ 2025 Values Act database guidance

Issues flagged for review

M1 — Scope beyond ALPR **(packet pp. 7–8, 10–11, 37)**

The staff report presents an ALPR amendment and a later live-video negotiation. Attachment B defines a broader video, audio, search, replay, and third-party integration platform. The missing Order Form prevents confirmation that the operative scope is ALPR-only.

M2 — Federal access and task-force carveouts **(packet pp. 26, 39)**

The report presents a valid-court-order rule. Attachment B adds “or applicable law” and excludes specified task-force, embedded-personnel, City-facilitated, and Lookup access from the defined $200,000 offense.

M3 — Perpetual data and machine-learning rights **(packet pp. 24–25, 39)**

The report says Flock receives only rights necessary to provide contracted services. Attachment B grants perpetual and irrevocable Aggregated Data rights, including machine-learning training, other offerings, and post-term use.

M4 — The $200,000 remedy is materially narrower **(packet pp. 27, 40)**

The report says $200,000 per unauthorized disclosure. Attachment B limits the trigger, excludes circumvention and specified access paths, treats one incident as one violation regardless of scale, and makes the payment the sole and exclusive remedy for that category.

M5 — Immediate notice is not the general contract standard **(packet pp. 23, 40)**

The report describes immediate notice of any subpoena, warrant, order, or governmental request. Section 4.1 generally requires only reasonable efforts to give prior notice; the immediate-notice clause is narrower.

M6 — Reporting promises are not stated as Flock covenants **(packet pp. 39, 41–42)**

The report describes quarterly agency-access reports, monthly City/LASD reviews, and semiannual public reporting. Attachment B does not state corresponding covenants with required fields, deadlines, and correction procedures.

M7 — Advertised remedies depend on omitted or unprovided terms **(packet pp. 31, 33, 40)**

The report lists indemnification as a meaningful remedy. Attachment B says “Insurance. [Omitted]” and “Indemnification [Omitted],” while incorporating the prior PSA, Order Form, Deployment Plans, external policies, and other terms not included in Attachment B.

Question for counsel

For each safeguard described in the staff report, what exact operative provision makes it enforceable, against whom, and with what remedy?

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Agreement for Professional Services ("**Amendment**") is entered into as of July 20, 2026, by and between the Flock Group Inc., with a place of business at 3284 Northside Pkwy NW, Suite 150, Atlanta, GA 30327 ("**Flock**"), and the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 ("**City**") (each a "**Party**," and together, the "**Parties**").

R E C I T A L S

WHEREAS, the Parties previously entered into an Agreement for Professional Services, dated April 4, 2023 ("**Agreement**"), to purchase subscriptions for automated license plate reader cameras ("**Services**"); and

WHEREAS, the Order Form accompanying the Agreement included Flock's Government City Agreement, which set forth additional terms governing the Services; and

WHEREAS, the Parties now desire to amend the Agreement to amend and restate Flock's Government City Agreement in its entirety to ensure compliance with state law and to strength protections on City data generated as part of the Services.

NOW, THEREFORE, in consideration of the execution and performance of this Amendment and for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. All of the foregoing Recitals are correct and are incorporated in this Amendment by reference.

Section 2. Amend and Restate Government City Agreement. The Government City Agreement attached to the Order Form accompanying the Agreement is hereby repealed and replaced with the Amended and Restated Government City Agreement attached hereto as Attachment "1".

Section 3. Original Agreement to Remain in Effect. Save and except as amended and supplemented by this Amendment, the Agreement shall remain in full force and effect. All of the remaining provisions of the Agreement shall apply to this Amendment. If a conflict exists between the Agreement and this Amendment, the terms of this Amendment shall control.

(*signature page follows*)

ATTACHMENT B

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

FLOCK GROUP INC.

By:_____
Jackie Fishbein
Vice President, Deputy General Counsel

CITY OF WEST HOLLYWOOD

By: _____
Danny Rivas
Director of Community Safety

By: _____
Jackie Rocco
City Manager

Attest

By: _____
Melissa Crowder
City Clerk

Attachment "1"
Amended and Restated Government City Agreement

[Attachment begins on following page.]

flock safety

AMENDED AND RESTATED GOVERNMENT CITY AGREEMENT

This Amended and Restated Government City Agreement (this "**Agreement**") is entered into by and between Flock Group Inc with a place of business at 3284 Northside Pkwy NW, Suite 150, Atlanta, GA 30327 ("**Flock**") and the government City identified in the signature block of the Order Form or its designee ("**City**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Services**", as further defined below), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to City upon the instructions of Non-City End User (as defined below) ("**Notifications**");

M1

WHEREAS, City desires to continue accessing the Flock Services on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to continue creating, viewing, searching and archiving Footage and receiving Notifications, including those from Non-City End Users of the Flock Services who are not California Public Agencies (as defined below) (where there is a Law Enforcement Purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. City is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes;

WHEREAS, the Parties previously executed a Government Services Agreement for access to the Flock Services on April 4, 2023, and now the Parties wish to amend and restate that Government Services Agreement as set forth in this Agreement to clarify the terms of use for the Flock Services and strengthen protections of the public's civil liberties; and

WHEREAS, Flock desires to continue providing City the Flock Services, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering.

AGREEMENT

NOW, THEREFORE, Flock and City agree that this Agreement, as amended, and any addenda attached hereto or referenced herein, and the parties' Professional Services Agreement executed on July 20, 2026, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Advanced Search***" means the provision of Services, via the web interface using Flock's software applications, M1

which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search,

cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***City Data***" means the data, media and content provided by City through the Services. For the avoidance of doubt, the City Data will include the Footage.

1.3 ***"City Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***City Hardware***" means the third-party camera owned or provided by City and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information derived from use of the Services by customer's end users and that has been aggregated with data from other customer end-users and that has been stripped of customer-identifying metadata (including camera location) wherever possible.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of City accessing or using the Services through the Web Interface, under the rights granted to City pursuant to this Agreement. For the purpose of this Agreement, the Parties agree that City does not intend to access Services beyond setting up and granting access to Authorized End Users from Los Angeles County Sheriff's Department which shall access

and use the Services in accordance with the Los Angeles County Sheriff's Department's policies and station orders as well as in accordance with the City's policies and applicable state law.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to City in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or City Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the City to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to City and/or its Authorized End Users in connection with the Services.

1.13 "***Flock Safety Condor PTZTM***" means a high-definition live streamed and recorded video camera that allows remote view instant replay of downloadable live

on-scene video with pan, tilt, and zoom (PTZ) controls and 25X optical zoom without the need for additional camera network setup, installation, or up-keep.

1.14 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.15 "***Flock Safety Mobile Security Trailer ™***" means a mobile security trailer that provides high-definition live streamed and recorded video cameras allowing remote view instant replay of downloadable live on-scene video with pan, tilt, and zoom (PTZ) controls to deter crime and capture evidence through: One Blue Deterrence Light; Two x Condor PTZ Cameras; One 360 Degree Multi-sensor Camera; and One Audio Talk Down speaker. M1

1.16 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.17 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.18 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or City Hardware in the course of and provided via the Services.

1.19 **"*Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other Law Enforcement Purpose. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing

Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.20 **"*Implementation Fee(s)*"** means the monetary fees associated with the Installation Services, as defined below.

1.21 "***Installation Services***" means the services provided by Flock for installation of City Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on City Hardware.

1.22 "***Law Enforcement Purpose***" means the investigation of a criminal offense or activity, as determined at the City's sole discretion.

1.23 "***Non-City End User(s)***" means any individual, entity, or derivative therefrom, other than the City, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.24 "***California Public Agency***" means "the state, any city, county, or city and county, or any agency or political subdivision of the state or a city, county, or city and county, including, but not limited to, a law enforcement agency." California Public Agency has the same meaning as set forth in California Civil Code section 1798.90.5. By definition, California Public Agency does not include federal law enforcement agencies, out-of-state law enforcement agencies, or private entities.

1.25 "***Retention Period***" means the time period that the Footage is retained by Flock, as specified in the applicable Order Form or as otherwise agreed in writing between the Parties.

1.26 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.27 “***Support Services***” means Monitoring Services, as defined in Section 2.10 below.

1.28 “***Usage Fee***” means the subscription fees to be paid by the City for ongoing Services.

1.29 “***Web Interface***” means the website(s) or application(s) through which Services can be accessed , in accordance with the terms of this Agreement.

1.30 “***Wing Suite***” means the Flock interface which provides real-time access to the Flock Services, location of
Flock Hardware, City Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing
Replay, alerts and other integrations.

1.31 “***Wing Livestream***” means real-time video integration with third-party cameras via the Flock interface.

1.32 “***Wing LPR***” means software integration with third-party cameras utilizing
Flock’s Vehicle Fingerprint TechnologyTM for license plate capture.

1.33 “***Wing Replay***” means enhanced situational awareness encompassing
Footage retention, replay ability, and downloadable content from Hot Lists
integrated from third-party cameras.

1.34 “***Vehicle FingerprintTM***” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for City’s designated administrator or designee, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Flock shall provide the ability to audit search

history of each Authorized End User within the Web Interface. City has the ability to delete a User ID, preventing such Authorized End User from continuing to access the Services and any City Data. Flock will also provide City with the Documentation to be used in accessing and using the Services. City shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by City, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by City. City shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to City and Authorized End Users. Warranties provided by said third party service providers are the City's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. City agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to City by Flock from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants City a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or City Hardware; in each case, solely as necessary for City to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to City a non-exclusive,

non-transferable right and license to use the Documentation during the Term in connection with its use of the

Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants City a limited, non-exclusive, non-

transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software

and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, City Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used for a Law Enforcement Purpose ("***Permitted Purpose***"). City will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, City's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** City understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to City upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, City is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, City agrees and understands that in the event City is found to engage in any of the restricted actions of this Section 2.5.2, all

warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by City.

2.6 **Retained Rights; Ownership.** Nothing in this Agreement will function to transfer any of either Party's Intellectual Property Rights to the other Party, and each Party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement, by or on behalf of that Party. “Intellectual Property Rights” means all past, present, and future rights, which may exist or be created under the law of any jurisdiction in the world: (1) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (2) trademark, trade name rights and any associated goodwill and similar rights; (3) trade secret rights; (4) any patent and industrial property rights; (5) other proprietary rights in intellectual property of every kind and nature; and (6) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (1) through (5) of this sentence. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. City further acknowledges that Flock retains the right to use the foregoing for any lawful purpose in Flock’s sole discretion. As between the Parties, subject to the rights granted in this Agreement, City retains all right, title and interest in and to City intellectual property and its components, including City Data, and Flock acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend City’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a)

there is a threat or attack on any of the Flock IP by City; (b) City's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) City or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) City has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through City's account ("***Service Suspension***"). City shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to City or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice as soon as practicable of any Service Interruption to City and will provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that City or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by City's direct actions or by the actions of parties associated with the City, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the City's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, City will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise City on the location and positioning of the Flock Hardware for optimal video and license plate image capture, as conditions and location allow. Flock may consider input from City regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with City to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to City resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to City's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, City will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 **City Installation Obligations.** City agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Flock is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If City refuses recommended solar options, City waives any reimbursement, tolling, or credit for any suspension period of Flock

Services due to low solar power. Additionally, City is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the City ("**City Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the City with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to City if City did not address them prior to the execution of this Agreement or a third party requires Flock to pay. City represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 **Flock's Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from
the time that the Designated Locations are confirmed. In the event adequate solar power is not available, Flock is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted, at Flock's cost and expense. Following the initial installation of the Flock

Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party, subject to City's written approval. Flock is not obligated to install, reinstall, or provide physical maintenance to City Hardware. Notwithstanding anything to the contrary, City understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to City. City shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should City default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of City's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise City on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance

or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties in writing prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide City with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, City is solely responsible for installation of Falcon Flex products. City further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon City's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **City Obligations.** Flock will assist City and Authorized End Users in the creation of User ID's. City agrees to provide Flock with accurate, complete, and updated registration information. City and Authorized End Users may not select as a User ID a name that City does not have the right to use, or another person's name with the intent to impersonate that person. City and Authorized End Users may not transfer its account

to anyone else without prior written permission of Flock. City and Authorized End Users will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, City may not designate Authorized End Users for persons who are not officers, employees, or agents of City. Authorized End Users shall only use City-issued email addresses for the creation of their User ID. City is responsible for any activity associated with its account. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed for the Services. City will, at its own expense, provide reasonable assistance to Flock, including, but not limited to, by means of access to, and use of, City facilities, as well as by means of assistance from City personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **City Representations and Warranties.** City represents, covenants, and warrants that City will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor City ’s use of the Services, Flock may do so if legally permissible and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 **Flock Obligations.** Flock shall ensure that City Data and City Generated Data is securely stored on encrypted systems within the United States or Canada, pursuant to the terms of this Agreement. The maintenance of such systems shall be the sole responsibility of Flock. Any Flock employee or agent with access to City Data and City Generated Data must undergo privacy training and a background check. Flock shall regularly audit the security of stored City Data and City Generated Data. Flock must provide City with detailed procedure and policies in the event of a breach of City Data and City Generated Data.

3.4 **Flock Representations and Warranties.** Flock represents, covenants, and warrants that Flock will provide the Services in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content.

4. CONFIDENTIALITY; DISCLOSURES

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of City includes non-public data provided by City to Flock or collected by Flock via the Flock Hardware or City Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information; (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, unless required by laws, regulations or Court order as set forth herein; (iii) inform Disclosing Party of any requests received for Disclosing Party's Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send City alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary

Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any court order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, only if such access, use, preservation or disclosure is reasonably necessary to: (a) provide the Services in accordance with the terms of this Agreement; (b) comply with a court order or applicable law; (c) enforce this Agreement, including investigation of any potential violation thereof; or (d) detect, prevent or otherwise address security, fraud or technical issues. In such instances of legal process seeking Footage, Flock must make reasonable efforts to (i) provide prior notice of such legal process to the City, to the extent permissible; (ii) redirect any such legal process to the City; (iii) inform the requesting party that the City owns the Footage; and (iv) contest such legal process. Flock may store Footage that is subject to deletion in order to comply with applicable legal obligations, but such retained Footage will not be retrievable without a valid court order.

M5

4.2 **City Data.** As between Flock and City, all right, title and interest in the City Data, belong to and are retained solely by City. City hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use and disclose to Flock's subprocessors (with a list of such subprocessors provided to City upon request) the City Data and perform all acts with respect to the City Data as may be necessary for Flock to provide the Flock Services to City, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the City Data as a part of the Aggregated Data, (ii) disclose the City Data to California Public Agencies for Law Enforcement Purposes upon City authorization pursuant to Section 4.6, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. This Agreement does not make any Non-City End User Data the sole property or the Proprietary Information of City. Flock will automatically permanently delete Footage following the expiration of the Retention Period. Prior to the expiration

of the Retention Period, City may view, save and/or transmit Footage. Notwithstanding the foregoing, Flock automatically permanently deletes Wing Replay following the expiration of the Retention Period, prior to which time City may view, save and/or transmit such data prior to deletion. Flock does not own and shall not sell, share, or transfer City Data, except to a California Public Agency specifically authorized by City pursuant to Section 4.6 or as otherwise required by law.

4.3 **City Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide City with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by City. City shall retain whatever legally cognizable right, title, and interest that City has in City Generated Data. City understands and acknowledges that Flock has no obligation to monitor or enforce City's intellectual property rights to City Generated Data. To the extent legally permissible, City grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the City Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell, share, or transfer City Generated Data, unless required by law.

M3

4.4 **Feedback.** If City provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, City hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect and analyze City Data and City Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms.

City hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data. M3

Section 4.6 **Sharing of City Data, including Footage, and City Generated Data.** This section provides for the complete and exclusive means for which Flock is authorized to share, exchange, disclose, or otherwise disseminate City Data, including Footage, and City Generated Data. Any such sharing, exchanging, disclosing, or dissemination of City Data, including Footage, and City Generated Data by Flock is subject to applicable state laws, including but not limited to Title 1.81.23 of Part 4 of Division 3 of, the California Civil Code [Senate Bill 34 (2015)] and Chapter 17.25 of Division 7 of Title 1 of, the California Government Code [Senate Bill 54 (2017)]. Flock shall not share, exchange, disclose, or otherwise disseminate City Data, including Footage, and City Generated Data unless (a) authorized by City; (b) necessary to provide the Services; or (c) required by law. Flock must promptly notify City if Flock discovers that an unauthorized Non-City End User has access to any City Data, or City Generated Data.

Section 4.6.1 **Sharing of City Data, including Footage, with California Public Agencies.** The City's designated administrator or designee shall have the sole authority, on behalf of the City, to make City Data, including Footage, and City Generated Data accessible on the Flock sharing network, with California Public Agencies. The City's designated administrator or designee may revoke access to any City Data, including Footage, and City Generated Data at any time for any reason. Flock shall not allow California Public Agencies to access City Data without prior City authorization.

Section 4.6.2 **Disclosure of City Data, including Footage, and City Generated Data to Non-California Public Agencies.** As set forth in this Agreement and in Title 1.81.23

of Part 4 of Division 3 of, the California Civil Code, “California Public Agency” excludes all federal agencies and all public agencies not based in California, including but not limited to Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CBP). Flock shall not sell, share, or transfer City Data, including Footage, and City Generated Data to any non-California Public Agency, unless required by a Court order, or by applicable law, provided that Flock shall, to the extent permitted by law, provide City with immediate notice of any such Court order, or of any applicable law requiring disclosure. Additionally, if Flock becomes aware of litigation that is reasonably likely to result in City Data, including Footage, or City Generated Data being disclosed to a non-California Public Agency, Flock will provide City with prompt notice of such litigation. This provision is intended to afford City an opportunity to seek judicial intervention in any legal proceeding known to Flock that may result in the disclosure of City Data, including Footage, or City Generated Data. M2

Section 4.6.3 **Prohibited Use of City Data and City Generated Data.** Use of City Data, including Footage, and City Generated Data (1) to harass and/or intimidate any individual or group; (2) to discriminate against a person’s, or group’s race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law; (3) for any personal purpose; (4) for criminalizing reproductive or gender-affirming healthcare; or (5) for investigating criminal offenses that the City has deemed a low priority, including but not limited to sex work-related offenses is strictly prohibited. City acknowledges and agrees that City is solely responsible for the acts of its Authorized End Users, including monitoring the activity of such Authorized End Users as they utilize the Services.

Section 4.6.4 **Liquidated Damages**. Any disclosure to a third party of City Data by Flock in violation of this Agreement without City’s written consent shall be deemed “Unauthorized Sharing;” provided that access to City Data by individuals deputized or seconded to a federal task force, or by federal personnel embedded within a state or local agency, shall not constitute an Unauthorized Sharing under this Section where (i)

such individuals are acting under the control, supervision, or credentials of the City or another state or local agency with authorized access approved by City; and (ii) access to City Data that is initiated, authorized, or facilitated by City, including City's acceptance of a sharing request or participation in a Lookup tool via the user interface, shall likewise not constitute an Unauthorized Sharing. In the event Flock causes an Unauthorized Sharing, Flock shall pay to City, as liquidated damages, the sum of $200,000 per Violation (the "**Liquidated Damages**"). For purposes of this Agreement, a "Violation" means a single, discrete act or incident of unauthorized disclosure or access resulting from Flock's conduct, irrespective of the volume or number of records, cameras, or data elements involved in that same act or incident. The Parties acknowledge and agree that (a) any disclosure made as a result of a circumvention of Flock's controls shall not constitute a Violation, and (b) the Liquidated Damages constitute Customer's sole and exclusive remedy for any such Unauthorized Sharing. M4

Section 4.7 **Retention Period of Footage.** Flock shall not retain Footage following the expiration of the Retention Period unless requested by the City or required by court order, by applicable law, or pursuant to a litigation hold. To afford City an opportunity to seek judicial intervention in any legal proceeding known to Flock that may result in the retention of City Data or Footage after the Retention Period, Flock shall, to the extent permitted by law, make reasonable efforts to provide City with prompt notice of any such court order, applicable law, or pending litigation.

5. PAYMENT OF FEES

5.1. **Fees**. City shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date

of invoice. If City is a non-tax-exempt entity, City shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If City believes that Flock has billed City incorrectly, City must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. City acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim City may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Condor products: the Term shall commence upon first installation and validation of Flock Hardware.

e. For Mobile Security Trailer products: the Term shall commence upon first installation and validation of Flock Hardware.

f. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

g. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** Notwithstanding anything to the contrary in this Agreement, City may terminate this Agreement at any time by giving Flock at least thirty (30) days' written notice of such termination. Such termination will become effective immediately after the notice period. Upon termination for convenience, any outstanding fees for contracted services shall be due and payable upon final invoice. To the extent City prepaid fees, City is not entitled to a refund of such prepaid fees.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to City a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide City with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-City End User grants City access to Footage and/or notifications from a Non-City End User, City will have access to Non-City End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to City. City may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), City must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after City notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to City. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, City may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). City shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, City understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to City regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or City Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if City has misused the Flock Hardware, City Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock

or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CITY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** [Omitted] M7

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, epidemics, pandemics, and quarantines.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE

WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH AFTER NOTIFYING THE CITY PRIOR TO THE DISCLOSURE; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THREE (3) TIMES THE FEES PAID AND/OR PAYABLE BY CITY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSIONS THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher

if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION [Omitted]

M7

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The parties agree to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** The City's Professional Services Agreement, and this Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual

understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail, unless the conflict is with the terms in the Professional Services Agreement, then the Professional Services Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and City does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the City is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the City is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior written consent from City, Flock has the right to reference and use City's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** City may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

Control, or any other United States or foreign City or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

3284 NORTHSIDE PKWY NW, SUITE 150
ATLANTA, GA 30327
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

CITY NOTICES ADDRESS:
ADDRESS: 8300 SANTA MONICA BLVD,
WEST HOLLYWOOD, CA 90069
ATTN: DANNY RIVAS
EMAIL: DRIVAS@WEHO.ORG

CITY COUNCIL
UNFINISHED BUSINESS

JULY 20, 2026

SUBJECT: **FOLLOW-UP ON CITY COUNCIL DIRECTION REGARDING THE AUTOMATED LICENSE PLATE READER CAMERA PROGRAM AND THE CITY'S PROFESSIONAL SERVICES AGREEMENT WITH FLOCK SAFETY**

PREPARED BY: **CITY MANAGER'S DEPARTMENT**
Lauren Langer, City Attorney

COMMUNITY SAFETY DEPARTMENT
Danny Rivas, Director
Anita Shandi, Public Safety Manager

STATEMENT ON THE SUBJECT:

The City Council will receive a follow-up report regarding implementation of prior City Council direction related to the City's Automated License Plate Reader ("ALPR") camera program and consider approving negotiated amendments to the Professional Services Agreement with Flock Safety, adopting a formal City ALPR Camera Policy, and continuing enhanced transparency and oversight measures.

RECOMMENDATIONS:

The City Council should consider the following options:

1) Approve the proposed negotiated amendments to the Professional Services Agreement with Flock Safety regarding the purchase of subscriptions for ALPR cameras and authorize the City Manager or designee to execute documents incident to this Agreement.

2) Approve the proposed City ALPR Camera Policy.

3) Direct Staff to negotiate and amend the Professional Services Agreement with Flock Safety related to its use of live-video cameras to be consistent with the proposed agreement changes regarding ALPR cameras and authorize the City Manager or designee to execute documents incident to this Agreement.

M1

AGENDA ITEM E.4.

4) Direct Staff to continue implementation of enhanced public transparency measures regarding public safety cameras.

BACKGROUND:

On March 16, 2026, the City Council received Staff's review of the City's ALPR camera program and Professional Services Agreement with Flock Safety (Attachment A). Following that discussion, the City Council directed Staff to implement additional safeguards intended to strengthen protections against the use of City owned ALPR camera data for federal immigration enforcement purposes while maintaining the operational public safety benefits provided by the City's ALPR camera program. Specifically, the City Council directed Staff to:

- Negotiate amendments to the Professional Services Agreement with Flock Safety;
- Modify system data sharing settings;
- Develop a formal City policy governing ALPR cameras; and
- Expand public transparency and oversight measures.

This report summarizes Staff's implementation of the City Council's direction and the negotiated contractual, administrative, and policy changes developed to further strengthen the City's privacy protections while preserving the public safety benefits of the ALPR camera program.

NEGOTIATED CONTRACT AMENDMENTS

Staff worked closely with the City Attorney's Office and representatives from Flock Safety over several months to negotiate comprehensive amendments to the Professional Services Agreement with Flock Safety regarding the purchase of subscriptions for ALPR cameras. The negotiated revisions significantly strengthen the City's contractual protections related to ownership, access, disclosure, retention, oversight, and use of City owned ALPR data while preserving the operational effectiveness of the City's public safety camera program. Collectively, the negotiated amendments implement, and in several respects exceed, the City Council's prior direction by establishing stronger contractual protections, increased oversight, enhanced transparency, and clearer enforcement mechanisms. The negotiated amendments include the following provisions and are reflected in Attachment B to this report:

- **Federal Immigration Enforcement Prohibition**
    - The amended Agreement expressly distinguishes California public agencies from federal agencies and agencies located outside California.
    - Federal agencies including, but not limited to, Immigration and Customs Enforcement (ICE) and Customs and Border Protection (CBP) may not receive City Data except when disclosure is legally required pursuant to a valid court order. M2
    - The Agreement further prohibits Flock Safety from voluntarily sharing City owned ALPR data or facilitating searches of City data at the request of federal immigration authorities, unless legally compelled.
    - If Flock Safety receives a legal request seeking disclosure of City data or becomes aware of litigation that may result in disclosure, it must promptly notify the City, to the extent permitted by law, providing the City an opportunity to seek judicial intervention before disclosure occurs. Flock also must redirect such requests to the City.
- **Protection of City Owned Data**
    - The amended Agreement further clarifies that all City data, including ALPR records, video footage, and City generated data, remain the exclusive property and under the control of the City. Flock Safety receives only the limited rights necessary to provide the contracted services and is expressly prohibited from selling, sharing, or transferring City data except as expressly authorized by the Agreement or as required by law. M3
    - The Agreement also clarifies that all City data is stored on encrypted systems located within the United States or Canada, requires employee background investigations, privacy training for personnel with access to City data, and requires Flock Safety to maintain documented cybersecurity and breach response procedures.
- **Expanded Audit Reporting**
    - The Agreement will require expanded audit reporting, including:
        - Notification to the City whenever unauthorized access is discovered; and

        - Providing quarterly reports identifying agencies authorized to access City data.

- **Immediate Notification Requirements**
    - The amended Agreement will require Flock Safety to immediately notify the City upon receipt of any subpoena, warrant, court order, or governmental request seeking access to City owned data. M5
    - Notification requirements allow the City Attorney's Office sufficient opportunity to review any legal process before responsive records are produced whenever legally permissible.
- **Data Retention**
    - The Agreement continues to require deletion of City Data following the City's established thirty (30) day retention period unless preservation is legally required or specifically requested by the City.
    - If litigation, a court order, or other legal processes require retention beyond thirty (30) days, Flock Safety must provide prompt notice to the City whenever legally permissible.
- **Contract Remedies**
    - The negotiated Agreement establishes meaningful contractual remedies to ensure compliance with the City's privacy and data sharing requirements, including:
        - $200,000 liquidated damages per unauthorized disclosure; M4
        - Material breach provisions;
        - Termination rights;
        - Indemnification obligations; and M7
        - Notice obligations.

DATA SHARING SETTINGS

In addition to the negotiated contractual amendments, Staff has implemented enhanced administrative controls governing access to and sharing of ALPR data. These administrative procedures provide multiple levels of review and documentation before City data may be shared and significantly increase accountability over the City's ALPR program. The Agreement now provides that City data may only be shared when:

- Specifically authorized by the City;
- Necessary for Flock Safety to provide contracted services; or
- Disclosure is legally required.

Before any California law enforcement agency may receive City data, the requesting agency must submit a written request identifying a legitimate law enforcement purpose, acknowledge compliance with California law and the City's ALPR Policy, and receive written authorization from the City's designated administrator. These provisions significantly increase City oversight compared to the existing agreement. Specifically, the following administrative safeguards have been implemented:

- **Interagency Sharing Review**
  - Existing sharing relationships were evaluated to ensure they remain consistent with California law, City policy, and operational needs.
  - Where appropriate, sharing permissions were reduced to minimize unnecessary access while preserving legitimate criminal investigative coordination.
- **Monthly Audit Review** M6
  - Staff from the City's Community Safety Department, in coordination with the Los Angeles County Sheriff's Department West Hollywood Station, will conduct monthly reviews.

FORMAL CITY ALPR CAMERA POLICY

Staff and the City Attorney's Office prepared a formal ALPR Policy for City Council consideration (Attachment C). The proposed policy codifies many of the negotiated contractual protections while establishing administrative procedures applicable to City employees, contractors, and authorized users. The policy establishes that:

- City owned ALPR data shall not be used for immigration enforcement purposes.
- City employees, contractors, and authorized users shall not access, search, disclose, or otherwise assist federal immigration enforcement through use of City owned ALPR camera data except where legally required pursuant to a valid judicial order.
- Violations of the policy may result in administrative discipline, revocation of system access, contract remedies, or termination, as applicable.

The policy also establishes administrative procedures governing system oversight, legal review, audit requirements, and reporting responsibilities.

PUBLIC TRANSPARENCY MEASURES

Consistent with City Council direction, Staff has developed the following additional transparency initiatives:

- **Semi-Annual Reporting**
    - Beginning this year, Staff will provide reports as part of the Semi-Annual Community Safety Department Update summarizing the following:
        - Number of ALPR searches;
        - Agencies accessing City data;
        - Data retention compliance;
        - Public safety outcomes; and
        - Any identified policy violations.
- **Publication of Policies**
    - The following documents will be published on the City's Safer WeHo website:
        - City ALPR Camera Policy (if adopted);
        - Audit Process Overview; and
        - Frequently Asked Questions.
- **Community Engagement**
    - Staff will conduct community outreach sessions to:
        - Explain how ALPR technology operates;
        - Describe the City's ALPR policy;
        - Discuss oversight measures; and
        - Answer community questions.

These measures are intended to improve public understanding of the City's ALPR program.

LEGAL ANALYSIS

The City Attorney's Office reviewed, assisted, and prepared the negotiated contract amendments and proposed City ALPR Camera Policy. The proposed amendments are consistent with California law, including Senate Bill 34 (2015) and Senate Bill 54 (2017),

and further strengthen the City's contractual protections governing the collection, use, disclosure, and oversight of City owned ALPR data. Nothing contained in the proposed Agreement or Policy limits or impairs compliance with a valid judicial warrant, court order, or other disclosure legally required under applicable law.

STAFF ANALYSIS

The negotiated amendments substantially exceed the protections contained in the City's existing agreement with Flock Safety. In addition to implementing the City Council's direction regarding immigration enforcement, the amendments establish a comprehensive governance framework that strengthens data ownership, limits data sharing, enhances legal notification requirements, expands audit and oversight provisions, reinforces civil rights protections, improves cybersecurity obligations, and creates meaningful contractual remedies for unauthorized disclosure of City owned data. Staff believes the negotiated Agreement represents one of the most comprehensive municipal agreements governing ALPR technology currently in use by California local governments. Beyond implementing the City Council's original direction, the amendments establish a robust governance framework that strengthens privacy protections, reinforces local control over City owned data, enhances accountability through expanded reporting and audit requirements, and creates meaningful contractual remedies for unauthorized disclosure.

CONCLUSION

Since receiving City Council direction on March 16, 2026, Staff has successfully completed implementation of all Council directives through negotiated contractual amendments with Flock Safety, enhanced administrative oversight procedures, developed a formal City ALPR Camera Policy, and expanded public transparency measures. Collectively, these actions significantly strengthen the City's governance of its ALPR camera program by enhancing privacy protections, reinforcing compliance with California law, increasing transparency and accountability, and preserving the important public safety benefits provided by the City's investment in ALPR technology.

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic

Program(s) (OSP) of:

- OSP-2: Institutional Integrity.
- OSP-12: Actively Participate in Regional Issues.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- G-2: Maintain transparency and integrity in West Hollywood's decision-making process.

EVALUATION PROCESSES:

If the proposed negotiated amendments to the Flock Safety agreement and City ALPR policy are adopted, Staff will evaluate compliance and report on any findings as part of Semi-Annual Community Safety Department updates.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

N/A

COMMUNITY ENGAGEMENT:

The community had an opportunity to provide feedback and comments when this item was originally presented to the City Council at its regular scheduled meeting on March 16, 2026. Additional community outreach meetings will be scheduled should the proposed negotiated amendments to the Flock Safety agreement and City ALPR policy be adopted. These outreach meetings will provide members of the public with the ability to learn about the City's ALPR program and provide feedback.

OFFICE OF PRIMARY RESPONSIBILITY:

COMMUNITY SAFETY DEPARTMENT / COMMUNITY SAFETY ADMINISTRATION

CITY COUNCIL INITIATIVE CATEGORY:

COMMUNITY SAFETY & WELL-BEING

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

Attachment A – March 16, 2026 City Council Item

Attachment B – First Amendment to Flock Safety Professional Services Agreement

Attachment C – Proposed City ALPR Policy

California ALPR statutes

Civil Code §§ 1798.90.51–1798.90.55

These are mandatory statutory provisions. They do not, standing alone, establish that a particular contract term or Council action is invalid.[1]

Security and public policy

An ALPR operator must maintain reasonable operational, administrative, technical, and physical safeguards against unauthorized access, destruction, use, modification, or disclosure. It must implement a publicly available usage and privacy policy addressing authorized purposes, authorized users and training, monitoring, sharing restrictions, data accuracy, retention, and destruction.

Access records and authorized use

When an operator accesses or provides access to ALPR information, it must maintain a record containing the date and time, query data, username and affiliation, and purpose. ALPR information must be used only for authorized purposes described in the required policy.

Public review, sharing, and remedies

A public agency must provide an opportunity for public comment before implementing an ALPR program. A public agency may not sell, share, or transfer ALPR information except to another public agency and only as otherwise permitted by law. An individual harmed by a knowing violation may pursue actual or minimum liquidated damages, punitive damages where available, fees, costs, and equitable relief.

[1] **California Legislative Information, Civil Code Title 1.81.23**
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division;=3.&title;=1.81.23.∂=4.&chapter;=&article;=

California Values Act

Government Code § 7284.6

California law enforcement agencies generally may not use agency resources to investigate, detect, or arrest persons for immigration-enforcement purposes, including by providing nonpublic personal information, subject to specified exceptions.[2]

Task-force exception has conditions

Confidential information may be shared for a joint law-enforcement task-force investigation only when the task force's primary purpose is not immigration enforcement, the duties are primarily related to law unrelated to immigration enforcement, and participation does not violate applicable local policy.

Why this is directly relevant

Attachment B excludes certain task-force and embedded-personnel access from its definition of Unauthorized Sharing. Counsel should determine whether the contractual wording tracks the statutory conditions and local policy, and whether the remedy exclusions are broader than the conduct California law permits.

[2] **California Legislative Information, Government Code § 7284.6**
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum;=7284.6

Vendor-maintained law-enforcement databases

Government Code § 7284.8(b)

The statute expressly reaches databases operated by state and local law-enforcement agencies, “including databases maintained for the agency by private vendors.” It directed the Attorney General to publish guidance, audit criteria, and training recommendations aimed at limiting availability for immigration enforcement “to the fullest extent practicable” consistent with federal and state law.[3]

What the statute does and does not do

The Attorney General’s publication duty is mandatory. The statute says agencies are “encouraged” to adopt database-governance changes consistent with that guidance. This distinction matters: the guidance is highly relevant to governance design, but should not be described as if every recommendation were itself an independently enforceable contract term.

Why this is directly relevant

Flock maintains the City’s ALPR database as a private vendor. The contract should therefore be evaluated alongside the statutory database-governance objective, particularly its rules for authorized users, task-force personnel, account credentials, Lookup access, and documentation.

[3] **California Legislative Information, California Values Act**
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division;=7.&title;=1.∂=&chapter;=17.25.&article;=

California DOJ 2025 database guidance

Information Bulletin 25-01-CJIS, January 17, 2025

This is Attorney General guidance, not a statute. It updates prior Values Act database guidance and urges California law-enforcement agencies to review and update database-governance policies.[4]

Relevant recommendations

The bulletin says non-criminal-history information in CLETS, other DOJ systems, and individual agency databases should not be used for immigration enforcement. It recommends requiring individuals with database access to agree not to use information for immigration enforcement with respect to a person without criminal history. It also recommends applying database policies uniformly to federal, state, and local law-enforcement users.

Important qualification

The bulletin also says federal immigration authorities should not be denied database access solely because of their federal status if they comply with governing database-use policies. The central issue is therefore enforceable purpose restrictions, user agreements, credentials, monitoring, and remedies, not a categorical claim that every federal user is automatically barred.

Connection to the marked documents

The staff report presents a categorical court-order safeguard. Attachment B contains task-force, embedded-personnel, City-facilitated, and Lookup exceptions to the defined remedy. Counsel should determine whether those pathways contain the access agreements and purpose controls contemplated by the DOJ guidance.

[4] **California DOJ, Updated California Values Act's Database Guidance**
https://oag.ca.gov/system/files/media/25-01-cjis.pdf